

# City of Davenport/Davenport Assn. of Prof. Firefighters

2001-02  
CEO - 190  
SECTOR - 3

## IN THE MATTER OF ARBITRATION BETWEEN

CITY OF DAVENPORT, IOWA

and

DAVENPORT ASSOCIATION OF  
PROFESSIONAL FIREFIGHTERS,  
LOCAL NO. 17

AWARD

Iowa PERB CEO#190/3

JOHN R. THORNELL, impartial arbitrator, selected through procedures of the Iowa Public Employment Relations Act and Rules & Regulations of the Iowa Public Employment Relations Board.

Hearing was held May 1, 2002 in Davenport, Iowa on an impasse dispute between the parties over compensation to be paid to employees in the bargaining unit for their 2002-2003 contract.

The City was represented by Mary J. Thee, Human Resource Director. The Union was represented by Michael Meloy, attorney.

The parties examined witnesses and presented documentary evidence. Closing arguments were made after which the record was closed.

The parties agreed that the award would be issued not later than 15 days after hearing. They have previously agreed to waive other statutory time limits.

### FACTS

The only issue is the amount of increase in the salary schedules and/or deferred compensation.

The parties reached a tentative agreement in November, 2001, but said agreement was rejected by employees in the bargaining unit. The impasse proceeded to Fact-Finding. Marvin F. Hill, Jr., Fact-finder, issued his recommendation to resolve this

dispute on March 4, 2002. The parties did not accept the Fact-finder's recommendation and the matter is now before this arbitrator for resolution.

### POSITIONS OF THE PARTIES

#### The City

The City proposes a 2% general salary increase effective July 1, 2002, and an increase in the City's contribution to the deferred compensation plan of 2% effective January 1, 2003.

#### The Union

The Union proposes a 4.5% general salary increase effective July 1, 2002.

#### The Fact-finder

The Fact-finder recommends a 3.25% general salary increase effective July 1, 2002, and a 2% increase in the City's contribution to the deferred compensation plan effective January 1, 2003.

### FINDINGS AND CONCLUSIONS

In making a final determination the arbitrator is required by law to consider, in addition to other relevant factors, the following criteria:

- (a) Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- (b) Comparison of wages, hours, and conditions of employment of the involved public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
- (c) The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of service.
- (d) The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

The law also requires the arbitrator, in his judgment, to select from the final offers of the parties the most reasonable offer, or the recommendation of the fact-finder on each impasse item.

The parties presented a number of exhibits containing lots of detailed facts on wages and benefits in other bargaining units. This dispute is over what the salary increase should be.

The City contends that its offer is consistent with settlements it has made with Unions representing other city bargaining units for this fiscal year. These settlements, five in number, average just over 3% for wage increases.

The City further contends that its offer is in line with recent firefighter settlements in several other cities in the state of similar size (Cedar Rapids, Iowa City, Sioux City, Council Bluffs), and that the City's entry rate and top rate are higher than said rates paid in those cities.

The City also argues that the parties reached a tentative agreement but it was voted down by the Union membership even though it calls for the same salary increase as the City's police union settled for. The City argues that the Union should not be permitted to use the impasse settlement system to go to fact-finding and arbitration in order to gain a larger salary package than called for in the tentative agreement.

The Union responds that Firefighter units in six Iowa Cities of 50,000 or more population have settled salaries this year at an average of 4.36% which makes its proposal of 4.5% right in line.

The Union further contends that the only internal contract that is here relevant and material is the City's contract with the police union. The Union argues that it needs a

larger boost in salaries than 2% plus 2% deferred compensation called for in the police settlement. More is needed to enable the firefighters to catch up, argues the Union, because they have fallen behind the Davenport police in recent years.

I find that the City makes a good case as to the internal settlements reached with other City Unions this year. Its offer to the firefighters is the same as that reached with the Police and with the Teamsters. However, that offer failed to win ratification by the unit members so the parties were required to return to the bargaining table or go to the impasse machinery, which is what they did. I find no evidence that Union members, in voting down the tentative agreement, were intentionally trying to "game" the system in seeking more on the salary package. It appears to me that what sank the tentative agreement was the feeling among at least some firefighters that they "lagged" behind local police salaries and needed to catch up.

It is difficult to draw a firm conclusion that the Davenport firefighters are on the whole more poorly compensated than Davenport policemen. The City argues that the two packages when fringes are considered are pretty even. However, the Fact-finder found that "salaries of firefighters have lagged relative to police officers." There is evidence from which to conclude that, at least in some categories, City police have gone ahead of firemen. The Fact-finder bases his recommendation, at least in part, on this conclusion.

I further find that evidence of current settlements of firefighter contracts in at least six other Iowa cities of 50,000 or more population supports a salary increase for the Davenport fire unit of more than 2% plus 2% deferred compensation offered by the City.

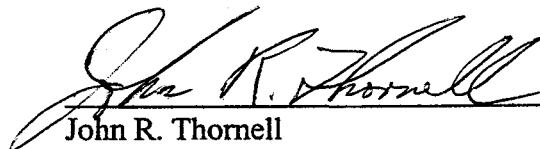
The Fact-finder recommended a 3.25% general salary increase plus a 2% deferred compensation increase.

I conclude that the recommendation of the Fact-finder is the most reasonable resolution of this dispute.

#### AWARD

This impasse dispute over salary shall be settled by the parties adopting the Recommendation of the Fact-finder of a 3.25% general salary increase effective July 1, 2002, and a 2% increase in the City's contribution to the deferred compensation plan effective January 1, 2003.


Kansas City, Missouri  
May 13, 2002



John R. Thornell  
Arbitrator

#### CERTIFICATION

I certify that on the above date I mailed copies of this award in the regular mail at a U.S. Post Office in Kansas City, Missouri, with proper postage affixed, to Iowa PERB and to authorized representatives of the parties in this dispute. Also included were copies of arbitrator's fee and expense statement.



John R. Thornell  
Arbitrator